

CLIENT NAME
 ADDRESS 1
 ADDRESS 2
 COUNTRY
 PHONE NUMBER

DD MM

20XX

Order Confirmation

The following sets out the details of the data sets (**data sets**) which are available to you by eGENTIC Asia Pacific Pte Ltd (**eGENTIC, us** or **we**)

Product / Country	Campaign / Client	Volume	Price per lead	Total price
Australia profiling data	CAMPAIGN NAME		AUD	AUD

The data sets delivered by eGENTIC consist of the following parameters: *Gender; First Name; Surname; Address; Postcode; City; State; Date of Birth; Email address; Phone number; Chosen Product (s)*

Selection criteria	Age range xx Australia data Profile selection
Special terms	Leads to delivered over x period, x per month Campaign to be billed monthly though Amazon Data Exchange If campaign is ended or cancelled before agreed upon amount of leads are delivered, this agreed upon amount will still be billed
Payment Period	Thirty (30) days from invoice date

Terms and Conditions

1. When you place an order for the data sets you are deemed to make an offer to purchase the data sets on the conditions set out in this document. We can accept your offer by written acceptance to you or by providing the data sets to you. On acceptance, a contract (**Contract**) on these conditions is deemed formed and commences.
2. Use of the datasets for any other purpose than stated in this agreement or for or by any other client than stated above is expressly forbidden.
3. eGENTIC will generate the data sets via its online campaigns, collected through eGENTIC's lifestyle survey sites as well as its partner network. eGENTIC will collect user (**users**) who have opted in to be contacted by its clients.

4. You hereby confirm that you approve of the method of generation of data sets by eGENTIC and acknowledge and agree that eGENTIC has and will have no liability to you or any person claiming through you, in this regard.
5. You will receive the data sets via the agreed transmission method.
6. When providing a dataset for telephone advertising and/or SMS advertising, only a one-off contact with the respective address is permitted. Contact is deemed to have been successful when a physical person was reached and spoken to, or when the dataset was not reachable by phone after the maximum number of attempts.
7. You agree that in all correspondence between you and users, it must be clearly stated or obvious that the communication is from you and not eGENTIC.
8. You will receive the data sets for the client and type of marketing indicated above (email, telephone and/or postal) and you warrant that you will, and you will ensure that your customers will, only use the data sets for the client and that type of marketing in accordance with these Contract conditions.
9. The data sets may not be given, assigned, sold or transferred to any third party, including your customers, without the prior written permission of eGENTIC, and if such permission is given, the third party must first agree in writing to use the data sets in accordance with this Contract.
10. You must not, and you must ensure that your customers must not, copy any data set provided by eGENTIC or use any data set in any way which is illegal, or in breach of any recommendations, guidelines, standards or requirements of the NZ Marketing Association or any relevant legislation regarding personal data and consumer privacy laws.
11. You must take all steps necessary to ensure that you, your employees and agents, and you must ensure that your customers take all steps necessary to ensure that they, their employees and agents, comply with the terms of this Contract and use the data sets only for the purpose first agreed in writing by eGENTIC. If you act as an agent, you must enter into a contractual arrangement with your customers ensuring that your customers only use the data sets in accordance with the restrictions and conditions set out in this Contract as if they were you.
12. Neither you nor any of your customers are permitted to create the impression or make any representation that eGENTIC has initiated or been involved in your or their marketing.
13. You are solely responsible and liable for the content and form of any advertising using a data set, whether conducted by you or by your customers.
14. You agree to use and handle the data sets strictly in accordance with this Contract and written instructions provided by eGENTIC from time to time. To the extent of any inconsistency, the written instructions provided by eGENTIC prevail.

Compliance with legislation

15. You warrant that You and Your customers' use of data sets will be in accordance with all relevant legislation including, the Privacy Act 1988 (Cth), the Australian Privacy Principles, Privacy Amendment (Enhancing Privacy Protection) Act 2012, Spam Act 2003 (Cth), Do Not Call Register Act 2006 (Cth) The Australian Mobile Premium Services Code, the Mobile Content Code of Practice and all other relevant laws and codes of practice of all relevant countries.
16. eGENTIC warrants that individuals identified in the data sets either granted consent or have a reasonable expectation that their contact details will be used for direct marketing purposes per their

Opt-In statement in eGENTIC's sweepstakes and have not opted-out of communications at the time of the data set transmission to you.

Term and Termination

17. This Contract continues for the Term mentioned above.
18. eGENTIC may terminate this Contract for any reason and at any time, by giving you prior written notice of 30 days without compensation (excepting a refund of any payment made to eGENTIC for data sets yet to be delivered). The contract ends when the above specified amount of leads have been delivered.
19. If you or your customers breach any provision of this Contract and do not rectify that breach within 7 days, then without prejudice to eGENTIC's other rights and remedies, eGENTIC may immediately terminate this Contract.
20. Clauses 29-32 (Exclusion and Limitation of Liability), 33 (Confidentiality) & 25-28 (Default, Indemnity & Release) continue after termination of this Contract.
21. If a specified contract term was agreed, you can break out of the contract after 6 months with a 30-day written notice. In this case, eGENTIC will remove all of your assets from their website by the end of the month in which the written notice was given.

Payment

22. You must pay to eGENTIC the Price for the data sets, in accordance with eGENTIC's invoices to you and this Contract. eGENTIC will issue invoices usually on a monthly basis, unless otherwise agreed. All invoices are payable within 30 days and do not include GST or other value added tax, which if applicable must be paid in addition to the Price. The Price set out in an invoice and any applicable GST or other value added tax payable, is referred to as the Amount Owing.
23. Should you not pay the Amount Owing when due, then interest at the rate of 15% per annum calculated daily on the amount due but unpaid of the Amount Owing, is payable by you to eGENTIC from the date the Amount Owing was due to the date of actual payment.

Directors' Guarantee

24. If You are an unlisted company, unless otherwise agreed by us in writing (which agreement can be conditional) each director of the company is taken to jointly and separately guarantee the payment of any Amount Owing and the performance of Your other obligations under this Contract, and also guarantee the payment to eGENTIC all losses, damages and expenses arising from any breach of this Contract. This guarantee is a continuing guarantee, including that it is not affected by any change in this Contract, and will not merge on termination of this Contract.

Default, Indemnity and Release

25. If any one or more of the following events occurs:
 - (a) You have not paid in full the Amount Owing by the due date;
 - (b) You become insolvent;
 - (c) You commit an act of bankruptcy;
 - (d) You enter into any arrangement or composition with your creditors;
 - (e) You go or are put into liquidation (other than solely for amalgamation or reconstruction);

- (f) You have a receiver or receiver and manager appointed over any part of your business or assets;
- (g) eGENTIC believes, whether on reasonable grounds or not and in its absolute discretion, that you are unable to pay your debts when they fall due and in the ordinary course of business;

then, without prejudice to eGENTIC's other rights and remedies:

- (i) eGENTIC has the immediate right to possession of, and you must on immediately deliver to eGENTIC, the data sets held by you;
 - (ii) You must immediately pay to eGENTIC in cleared funds all Amount Owing by you which is unpaid, notwithstanding any inconsistent term or credit or earlier period granted to you for payment; and
 - (iii) eGENTIC is irrevocably appointed the attorney of you for the purpose of performing those obligations which You should have performed and to allow it to enforce its rights under these terms and conditions, law and equity.
26. If you or your customers breach any provision of this Contract and do not rectify that breach within 7 days, then without prejudice to eGENTIC's other rights and remedies, eGENTIC may recover from you all losses, damages and expenses arising from the breach and suffered by eGENTIC.
27. To the extent permitted by law, you indemnify and release, and will keep indemnified and released, eGENTIC from all liability, claims, actions, suits, demands, proceedings, damages, costs and expenses (including but not limited to a claim in negligence) made against eGENTIC by any person arising out of or in any way connected to:
- a. Your or your customer's breach of any provision of this Contract;
 - b. Your use (or the use by any of your customers) of the content of a data set;
 - c. Your form (or the form of any of your customers) of any advertising or marketing using the content of a data set;
 - d. Your provision of incorrect information or training in relation to a data set to another person; and
 - e. Any other act, omission or negligence by you or your customers in any way relating to or arising from a data set or this Contract.
28. You acknowledge that in the event of breach by you or your customers, damages may not be an adequate remedy and eGENTIC is entitled to seek (in addition to damages and all other remedies in law) the remedies of injunction, specific performance and any other equitable relief for any threatened or actual breach by you or Your customers.

Exclusion and Limitation of Liability

29. To the extent permitted by statute, eGENTIC makes no express warranty in relation to any data set.
30. To the extent permitted by statute, eGENTIC excludes:
- (a) all terms, conditions and warranties implied by custom, general law or statute except any implied condition or warranty, the exclusion of which would contravene any statute or cause any part of this Contract to be void (**Non-Excludable Condition**);

- (b) all liability to you for indirect or consequential loss or damage arising out of or in connection with the Contract or a data set, including loss of profits or loss of business; and
 - (c) all liability to you in negligence for acts and omissions of eGENTIC or its employees or agents in any way related to this Contract or the data sets.
31. To the extent permitted by statute, eGENTIC's liability for any breach of any express provision of this Contract or any Non-Excludable Condition:
- (d) is limited to supplying the data set again in respect of which the breach occurred; or
 - (e) eGENTIC may refund any amount paid by you for the data set in respect of which the breach occurred;
- the choice of remedy being at eGENTIC's sole discretion.
32. To the extent permitted by statute, eGENTIC's total liability for any or all claims, whether in negligence or otherwise, shall not exceed the price of the data sets with respect to which such claim or claims were made.

Confidentiality

33. Except as required by law, You must keep confidential any confidential information imparted to you by eGENTIC as a result of the supply of data sets including the data sets provided and must not use any such confidential information except for the purpose for which it was imparted or provided.

Assignment

34. Without eGENTIC's prior written consent, you cannot assign or transfer this Contract nor any of your rights or obligations under this Contract or in any way relating to the data set supplied by eGENTIC.

Waiver

35. A waiver, delay, failure or indulgence by eGENTIC in exercising any right or power, does not operate as a waiver of that right or power in the future, nor of any breaches by you. Any waiver by eGENTIC must be by prior writing.

Governing Law

36. These Conditions are governed by the laws of the State of New South Wales, Australia and the parties submit to the jurisdiction of the Courts of that State and the appeal Courts from those Courts of that State.

Goods & Services Tax

37. You must pay any GST arising out of a taxable supply under this Contract.
38. GST means any form of value-added tax involving, but not limited to, the imposition of tax on supplies of goods, services and/or other supplies identified under any GST law.

Severability

39. If any provision in this Contract is illegal, invalid or unenforceable, it will be read down to the extent necessary to make it legal, valid and enforceable, but if this is not possible, then that provision will be severed and the validity and enforceability of the remaining provisions will not be affected.

Force Majeure

40. eGENTIC will be released from its obligations in the event of national emergency, war, prohibitive governmental regulation, or if any other cause beyond the reasonable control of, eGENTIC renders the performance of the Contract by eGENTIC impossible.

Relationship

41. Nothing in this Contract constitutes any relationship of employer and employee, principal and agent or partnership between you and eGENTIC.

Resolution of Disputes

42. If a dispute arises between the parties arising out of or relating to this Contract (**Dispute**), either party may refer the Dispute to mediation and must do so before initiating proceedings in a court to resolve the dispute. Any Dispute which is referred to mediation must be referred to the Australian Commercial Dispute Centre Limited or such other body chosen by eGENTIC and must be conducted in accordance with the rules of the relevant body. If the Dispute has not been resolved within 30 days of referral to the relevant body, then either party may initiate court proceedings.
43. Nothing in Contract prevents a party from seeking urgent interlocutory relief.

General and Interpretation

44. The conditions set out in this Contract apply to the exclusion of any other terms and conditions contained in any other document or correspondence between you and eGENTIC, unless otherwise agreed or stated by eGENTIC in writing.
45. These conditions, as amended and applicable at the relevant time, apply to each supply of data sets by eGENTIC to you. These conditions may be altered by eGENTIC by notice in writing to you.
46. Nothing in these conditions affects your statutory rights which cannot be excluded, except to the extent they can be excluded.
47. eGENTIC's address for notices and correspondence and eGENTIC's other contact details, appear at the bottom of these conditions.
48. Terms such as including, includes, such as or for example means that any words or phrases following these words are examples, but not the only examples, of what is intended.
49. A reference to any document, law, rules, body or thing includes any change to it, replacement of it or successors to it, and in relation to laws, includes any rules, regulations, orders or notices made under or in relation to the law.
50. To the extent the context permits, the singular includes the plural and vice versa; a reference to a person includes a body corporate, an unincorporated association or a government or semi-government authority, and a reference to a thing, includes the whole or any part of that thing.

Jasper van der Blik
Country Manager Australia & New Zealand
eGENTIC Asia Pacific Pte Ltd

CLIENT NAME
POSITION
COMPANY